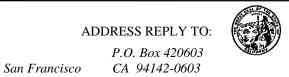
DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



TRAVEL AND SUBSISTENCE PROVISION

FOR

HOUSEMOVER (LABORER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

HOUSEMOVER, STRUCTURAL LIFTER AND MOVERS' AGREEMENT

between

THE ASSOCIATED GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of July 2007, by and between the Associated General Contractors of California, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, hereinafter referred to as the UNION.

C. Parking

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

E. Jobsite Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work," this transportation shall be equipped with seats and handrails.

I. Subsistence

Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled

workday. There shall be no prorating of subsistence. Subsistence shall apply to workers and/or employees who report to work and for whom no work is provided.

2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock Santa Cruz Island Arch Rock San Nicholas Island Santa Catalina Island San Miguel Island Santa Barbara Island San Clemente Island Santa Rosa Island Anacapa Island

- (a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.
- In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.
- J. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.
- **K.** Workers referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.